Geeklab's Terms of Service

These Terms of Service explain your rights and obligations when you use Geeklab's websites <u>https://geeklab.app</u>, <u>https://lab.geeklab.app</u>, <u>https://appicongenerator.ai</u>

Please read these Terms of Service carefully before you use this website. In particular, please note your obligations in Section 6 and our limitations of liability in Section 12.

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1. Who we are and how to contact us

https://geeklab.app, https://lab.geeklab.app, https://appicongenerator.ai, their affiliate-domains and sub-domains ("**Websites**") are websites operated by Geeklab Oy ("**Geeklab**", "**we**", "**us**" or "**our**"). We are a company incorporated and registered under the laws of Finland (company number: 3019760-9) and have our registered address at Itämerentori 2, 00180 Helsinki, Finland. Our VAT number is FI30197609.

If you have any questions in relation to these Terms of Service, please email us at info@glab.app

2. Who these Terms of Service apply to

These Terms of Service only apply to users and visitors who do not have a customer agreement with Geeklab. If you have a customer agreement with Geeklab, the terms of use are governed by that agreement. If you have purchased our services directly from our Websites, the terms of use are governed by our Terms and Conditions of E-Commerce.

In these Terms of Service, reference to "you" or "your" refers to you personally and, if you represent an entity, to that entity.

3. By using our Websites, you agree to these Terms of Service

By continuing to visit and/or use our Websites, you confirm you agree to these Terms of Service. If you do not agree to these Terms of Service, you must not visit or use our Websites.

4. We may make changes to these Terms of Service

We reserve the right to amend these Terms of Service at any time without any notice to you.

Every time you wish to use our Websites, you are responsible for reviewing these Terms of Service to ensure you understand the Terms of Service applicable at that time.

5. Services, information and content provided on our Websites

Access to our Websites and any services, content or information on them are all provided on an "as is" and "as available" basis, without any representations, warranties or guarantees, whether express, implied, statutory or otherwise.

All content and information on our Websites are provided for general information only. They are not intended to amount to advice on which you should rely on. You must obtain professional or specialist advice before taking, or refraining from taking, any action on the basis of any content or information on our Websites.

We may update, change or withdraw our Websites or any services, content or information on them at any time to reflect changes to our services, our users' needs, our business priorities, or for any other reason.

6. Your obligations

You will not, and will not allow any third party to:

- (i) Alter, enhance or otherwise modify any source code on any of the Websites;
- (ii) Reverse engineer, disassemble, decompile, attempt to determine, or prepare copies or derivative works of any source code on any of the Websites; or
- (iii) Sell, lease, distribute, offer, or cause or allow any source code from any of the Websites to pass from your control to a third party.

You will not use our Websites or any services, content or information on them to develop or attempt to develop a competing service or product.

You are solely and fully liable for ensuring that your use of our Websites or any services, content or information on them complies with all applicable laws and regulations.

You are not permitted to print off, copy or download extracts or copies of any content or information on our Websites.

You will comply with our Acceptable Use Policy (<u>https://geeklab.app/aup/</u>) and our instructions on how to use the Websites or any services, content or information on them. For the avoidance of doubt, this includes any instructions shown on the Websites or the services.

7. Intellectual property and other proprietary rights

Except as stated below in this Section 7, all and any right, title and interest in and to our Websites, internet domains, servers; any services, content, information and source code on them; and any materials attached to them belong to us and/or our licensors. All such rights are reserved.

You will retain all right, title and interest in and to the materials you upload onto our Websites or the services on them ("**Customer Materials**").

However, you hereby grant us a perpetual, irrevocable, fully-paid, royalty-free licence to use, store, copy, display and publish the Customer Materials for the purposes of providing, maintaining and developing the Websites and the services on them.

Additionally, you represent and warrant that using, storing, copying or displaying the Customer Materials does not infringe the rights of any third party.

For the avoidance of doubt, we have the right to compile, collect, use, store, copy, modify, publish, display, transfer, sell and/or otherwise commercially utilise anonymous and aggregate data generated from, or based on, the Customer Materials and your use of the Websites, any services, content or information on the Websites for analytical and other business purposes ("Aggregate Data"). All right, title and interest in and to the Aggregate Data belong to us.

8. We are not responsible for websites we link to

Where our Websites contain links to other websites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those websites or resources.

9. We are not responsible for viruses and you must not introduce them

We do not represent, warrant or guarantee that our Websites are secure or free from bugs or viruses of any kind.

You are responsible for configuring your information technology, computer programmes and platform to access our Websites.

You should use your own virus protection software.

You must not misuse our Websites by introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful.

You must not attempt to gain unauthorised access to our Websites, the server on which our Websites are stored, or any server, computer or database connected to our Websites.

You must not attack our Websites via a denial-of-service attack or a distributed denial-of-service attack.

10. Rules about linking to our Websites

You may only create a link to our home page (www.geeklab.app), provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You are not allowed to frame any of our Websites, whether in part or in full, on any other website.

We reserve the right to withdraw this linking permission at any time.

11. How we may use your personal information

We will only use your personal information as set out in our Privacy Notice, which can be accessed from the following link: <u>https://geeklab.app/privacy</u>

12. Our liability for loss or damage suffered by you

To the maximum extent permitted by law, we will not be liable, under any circumstances, for any indirect or consequential damages or loss suffered by you under or in connection with these Terms of Service, our Websites or any services, information or content on them.

In any event, to the maximum extent permitted by law, our liability (contractual, non-contractual or otherwise) to you arising under or in connection with these Terms of Service, our Websites or any services, information or content on them is limited to one hundred (100) euros.

13. Applicable law and jurisdiction

These Terms of Service and any dispute or claim arising out of, or in connection with them, their subject matter or formation (including any non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Finland.

You and we both irrevocably agree that the Courts of Finland shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with these Terms of Service, their subject matter or formation (including any non-contractual disputes or claims).